

## Business liability for freelancers

Certificate conditions

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*This document is a translation of **the original Dutch version**. In case of discrepancies between these conditions and those of the original Dutch version, the Dutch version prevails.*



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## 1. Basic agreements

These certificate conditions together with the General Terms and Conditions for Group Schemes constitute the conditions of this cover.

**Where are you insured?** You are insured globally, except for claims to which US or Canadian law applies and/or in respect of which the US or Canadian courts have jurisdiction.

**For what amount are you insured?** You are insured for:

- EUR 2,500,000 per loss event for bodily and tangible harm and intangible loss or harm resulting from the combined bodily and tangible harm covered by this insurance, including:
- EUR 625,000 per loss event for purely intangible loss or harm;
- EUR 50,000 per loss event for damage to entrusted property.

Per year, no more than EUR 10,000,000 will ever be paid out for all insureds combined.

## 2. For what are you insured?

### 2.1 What is and what is not insured?

Subject to the conditions of the policy schedule, any special agreements (clauses) and these conditions, and within the insured capacity, this cover provides cover for your extra-contractual, civil-law **liability** for:

- **injury** to persons (**bodily harm**): loss resulting from injury, impairment of health or death of persons, and the ensuing intangible loss or harm.
- **damage to goods (tangible harm)**: loss resulting from damage, destruction, contamination, soiling or loss of another party's movable and immovable property, and the ensuing intangible loss or harm.
- **Intangible loss or harm** that is not the result of damage to goods or harm to persons. This excludes intangible loss or harm resulting from uncovered or excluded bodily or tangible harm.

#### Conditions of your cover

The injury, harm, damage or loss must be the result of **acts or omissions** that occurred during the term of validity of your insurance certificate.

You were not aware of this injury, harm, damage or loss or possible injury, harm, damage or loss when you applied.

Someone first designated you as liable between the

commencement date and end date of this cover.

The loss event must have been reported to you, us or the insurer within 36 months after the date of the event which resulted in the claim.

Contractual liability is only covered if it ensues from a fact which constitutes an infringement of the general standards of due care and if this fact has resulted in loss other than loss due to improper performance. In such cases, the cover will be limited to the amount of the compensation that would have been owed if the claim was based on non-contractual liability.

#### Important: report circumstances

If there is a situation where you think that you may be held liable for another person's loss, then you must also report this to us. We call this a **circumstance**. If you report a circumstance to us during the term of this cover, then you will have cover when a **claim** arises for loss resulting from that circumstance, even if your cover has ended.

## 2.2 How do we assess a reported loss event or circumstance?

We assess claims based on the conditions, **insured amount**(s), clause(s) and/or excess applicable on the date on which we receive your report. This information is specified in your certificate.

If you report a circumstance, then you must specify:

- who may hold you liable;
- what the injury, harm, damage or loss is;
- the cause of the injury, harm, damage or loss or possible injury, harm, damage or loss;
- what you have done to prevent or mitigate the injury, harm, damage or loss.

If you have provided this information properly and if we have accepted the circumstance, then there will be cover if you are held liable later. This also applies when the cover has ended in the meantime. In that case, the cover that applied on the date on which we received your notice of circumstance will be used as a basis.

### 2.2.1 What happens when I am held liable multiple times?

If there are multiple claims against you that are related, then we will consider these claims as one **loss event** if these claims are the result of:

- the same act or omission;
- an ongoing act or omission;
- acts or omissions with the same cause.

If you have reported multiple claims arising from the same cause, then we will start from the cover that applied on the date on which the first claim was reported and we received that report.

## 2.3 What happens if you are held liable after the cover has ended?

If the acts or omissions occurred during the term of validity of the cover, then you can rely on this cover up to three years after the date of the event which resulted in the liability claim.

## 2.4 What situations are not insured (exclusions)?

In certain situations, your liability will never be covered. These situations are described below:

**The situation****What do we mean by this?**

1. Asbestos	You are not insured for liability for injury, harm, damage or loss in connection with asbestos.
2. Nuclear reactions	You are not insured for liability for injury, harm, damage or loss in connection with nuclear reactions. This means any nuclear reactions where energy is released, such as nuclear fusion, nuclear fission, artificial and natural radioactivity.
3. Fires, smoke, explosions, water	You are not insured for tangible harm suffered by third parties through fires, smoke, explosions or water that originates from your company and is usually insured under a "third party recovery" guarantee of a fire insurance policy.
4. Fines and penalties	You are not insured if the loss consists of an obligation to pay a fine or penalty, including fines or penalties that should be equated with civil-law damages, or administrative, tax or economic fines or penalties and punitive and exemplary damages.
5. Inebriation and similar states	You are not insured for injury, harm, damage or loss which you have caused during inebriation, alcohol intoxication or an equivalent condition resulting from the use of stimulants and narcotics.
6. Insolvency	You are not insured for any loss event ensuing from your insolvency.
7. Non-compliance with laws and regulations, obvious incompetence	<p>You are not insured for liability due to injury, harm, damage or loss which is the foreseeable consequence of:</p> <ul style="list-style-type: none"> <li>- wilful non-compliance with laws, regulations and customs applicable to your activities; or</li> <li>- failures to observe fundamental standards of due care or safety.</li> </ul>
8. Objective liability	You are not insured for objective liability or liability without fault.
9. <b><i>Wars, strikes, etc.</i></b>	You are not insured for liability for injury, harm, damage or loss resulting from war, whether declared or not, armed international action, civil war, insurrection, riot, military decree, revolution, strike, lockout, terrorism or sabotage.
10. <b><i>Deliberate intent</i></b>	<p>You are not insured for liability for injury, harm, damage or loss that is the consequence of deliberate intent on your part.</p> <p>When we have had to pay compensation for injury, harm, damage or loss caused by you deliberately, we reserve the right to recover the compensation from you.</p> <p><b>Please note:</b> if you are a general partnership or a limited partnership, then "you" refers to a general partner.</p>

	If you are a legal entity, then “you” refers to a director within the meaning of Book 2 of the Belgian Civil Code.
11. Sexual acts	You are not insured for liability for injury, harm, damage or loss resulting from or in connection with sexual or sexually charged acts of any nature.
12. Outsourced work	You are not insured for liability for injury, harm, damage or loss in connection with a contracted assignment that you have subcontracted to others.
13. Repeated incorrect actions	You are not insured for injury, harm, damage or loss resulting from repeated incorrect actions while you could have taken reasonable measures to prevent a new injury, harm, damage or loss.
14. Offshore, mining, explosives and weaponry	You are not insured for injury, harm, damage or loss in connection with the operation of oil platforms (offshore), the exploitation of mines, or injury, harm, loss or damage resulting from the possession or use of explosives, munitions or arms.
15. Discrimination	You are not insured for injury, harm, damage or loss resulting from discrimination (of any nature whatsoever), humiliation or bullying.
16. Employer's liability	<p>You are not insured for injury, harm, damage or loss:</p> <ul style="list-style-type: none"> <li>- of salaried employees (including for workplace accidents or occupational illnesses); or</li> <li>- of <b>third parties</b> caused by salaried employees.</li> </ul>
17. Hazardous products, materials, radiation etc.	<p>You are not insured for injury, harm, damage or loss ensuing from the hazardous characteristics of:</p> <ul style="list-style-type: none"> <li>- tobacco and tobacco products, lead, silica and silica dust;</li> <li>- Persistent Organic Pollutants as defined in the Stockholm Convention including aldrin, chlordane, DDT, dieldrin, dioxin, endrin, furan, heptachlor, hexachlorobenzene, mirex, PCB, toxaphene and other products;</li> <li>- flame retardants (including MBTE); or</li> <li>- products containing these substances.</li> </ul> <p>You are also not insured for injury, harm, damage or loss:</p> <ul style="list-style-type: none"> <li>- in connection with formaldehyde, urea-formaldehyde, diethylstilbestrol (DES), vaccines, oxyquinoline, contraceptives;</li> <li>- in connection with hepatitis, AIDS or AIDS-related infections, silicones and silicone implants;</li> <li>- caused by genetically modified organisms and prion diseases (including BSE, TSE, Creutzfeld Jacob; or</li> </ul>

	<p>- caused by toxic mould/fungus.</p> <p>You are also not insured for injury, harm, damage or loss caused by electromagnetic fields and radiation.</p>
18. Product liability	You are not insured if you are liable for injury, harm, damage or loss caused by products after they were delivered or performed assignments after they were completed.
19. Incremental impact of exposure	You are not insured for damage due to the incremental impact of exposure to water, liquids, humidity, steam, smoke, soot, odours, gas, temperatures, vibrations or waves.

Then there are the situations covered only by specific exceptions. These are:

The situation	What do we mean by this?	The exception(s)
20. Liability-increasing agreements and conditions	You are not insured for liability resulting from or increased by any penalty, compensation, guarantee, indemnity agreements or conditions or comparable agreements or conditions.	<p>If you are just as liable without the agreement or condition, then you will be insured.</p> <p>If you are still liable without the agreement or condition, but to a lesser degree, then you will be insured for that reduced liability.</p>
21. E-bikes and E-scooters	You are not insured for injury, harm, damage or loss caused with or by a registered E-bike or injury, harm, damage or loss that occurred when commuting using or during private use of E-bikes or E-scooters.	<p>You are insured if the E-bike:</p> <ul style="list-style-type: none"> <li>- has a maximum speed of 25 km/h; and</li> <li>- is not subject to compulsory insurance; and</li> <li>- is properly maintained (particularly, the brakes and lights must be in good condition).</li> </ul>
22. Aircraft, spacecraft and drones.	You are not insured for injury, harm, damage or loss caused with or by aircraft, spacecraft or drones.	If you caused the injury, harm, damage or loss as a passenger, then you will be insured.
23. <b>Environmental degradation</b>	You are not insured for liability for damage to goods in connection with environmental degradation.	<p>You are insured if:</p> <ul style="list-style-type: none"> <li>- the environmental degradation is caused by goods owned by you or delivered to another party under your responsibility; and</li> <li>- you did not perform any work for that other person for this</li> </ul>

		<p>delivery, such as installation or repair work; and</p> <ul style="list-style-type: none"> <li>- the damage was caused by a sudden, unforeseeable and involuntary degradation of the environment (no slow-acting process).</li> </ul>
24. <b>Motor vehicles</b>	<p>You are not insured for injury, harm, damage or loss caused with or by a motor vehicle that you own, possess, hold, operate, use or allow other parties to use.</p> <p>In this context, it is irrelevant whether the injury, harm, damage or loss occurred on the road or during the performance of work.</p>	<p>You are insured if:</p> <p><b>Passenger</b> ... you have caused the injury, harm, damage or loss as a passenger of a motor vehicle during the performance of your work.</p> <p><b>Loading and unloading</b> ... the injury, harm, damage or loss was caused by goods during the loading and unloading in, on, from or out of a motor vehicle. This does not apply if the load is a hazardous substance.</p>
25. Entrusted property	<p>You are insured to a limited extent for liability for any damage to a third party's property entrusted to you to work with, to work on or to maintain or repair.</p> <p>This cover is limited to the amount specified in Clause 1 of the Basic Agreements.</p>	<p>You are covered in the following situations:</p> <p><b>Recourse</b></p> <ul style="list-style-type: none"> <li>- You have been negligent; and</li> <li>- this claim will be recovered from you; and</li> <li>- you did not hire, rent, lease or loan the damaged goods or did not have them in your custody.</li> </ul> <p><b>Means of transport</b></p> <ul style="list-style-type: none"> <li>- There is damage to a means of transport; and</li> <li>- the means of transport was used for loading and unloading on your grounds or the location where you perform work; and</li> <li>- you did not hire or loan the means of transport.</li> </ul>
26. Watercraft	<p>You are not insured for damage to goods caused by or with watercraft.</p>	<p>You are insured if the damage was caused while you were a passenger on the watercraft.</p>



### 3. To what are you entitled?

#### 3.1 Compensation of the injury, harm, damage or loss.

If you are liable for **compensation** claimed by a **third party** and the injury, harm, damage or loss falls under this insurance's cover, then we will compensate that injury, harm, damage or loss. We take the insured amount and the excess into account when we compensate loss. The excess amounts to EUR 250 per **loss event** for damage to goods and EUR 1,250 per **loss event** for damage to entrusted property.

##### 3.1.1 The insured amount

We take the insured amount into account when we compensate the injury, harm, damage or loss:

- Per loss event, we compensate an amount up to the insured amount specified in the policy schedule;
- We compensate all claims of all insureds within this group contract that fall in one calendar year up to the insured amount per year specified in the policy schedule.

#### 3.2 What other costs do we compensate?

If you are required to incur costs to prevent or mitigate injury, harm, damage or loss, then these costs may be eligible for compensation. We compensate these costs only if this cover would have covered your liability. Below is an overview of costs that may be eligible for compensation.

Costs	Compensation
1. Costs of defence	<p>Costs in connection with civil-law claims, lawyers' fees and expert costs, but only if these costs were incurred by us or with our approval or in the context of a conflict of interests for which you are not to blame, insofar as these costs were incurred reasonably. The costs of criminal proceedings are covered as long as no provisions are made for the civil-law interests.</p> <p><b>Please note:</b> <i>If you represent yourself or you yourself arrange for someone to represent you, those costs are not covered.</i></p>
2. Mitigation costs	<p>If you incur costs to immediately prevent or mitigate imminent risk of injury, harm, damage or loss for which you would have been liable, then we will compensate these costs if the injury, harm, damage or loss would have been covered otherwise, even if damage or loss arose when these measures were taken.</p>
3. Costs of establishing the liability and the loss	<p>If you incur costs with our approval to establish the liability and the loss, then we will compensate these costs.</p>

4. Costs of proceedings	We compensate the costs of proceedings that were carried out with our approval or at our request.
5. Statutory interest	<p>If you have to pay statutory interest on the claim of the injured party, we will compensate it if you are liable.</p> <p><b>Please note:</b> <i>If we only compensate part of the injury, harm, damage or loss, then we will only compensate the interest on that part.</i></p>

We compensate these costs (less the excess) when the insured amount is exhausted to EUR 495,787.05. This amount is linked to the development of the consumer price index with the base index figure being that of November 1992, i.e. 113.77 (base 1988=100).

### 3.3 Compensation by other insurances

You are not insured for liability for injury, harm, damage or loss not covered through another insurance taken out by your or another person, whether that insurance was taken out at an earlier date or not. Nor do we compensate injury, harm, damage or loss that is or would have been covered under the other insurance if the cover had not existed with us.

We do not compensate the excess that applies to the other insurance. A loss event may be covered by multiple insurances. We only compensate the loss not compensated by the other insurer because the loss exceeds the amount covered with that other insurer.

## 4. How do we determine the loss?

After we have assessed your request for cover, we will send you or your authorised representative a notice stating our decision. The decision may be that:

- we reject your request for cover;
- we will continue to handle the claim.

The injury, harm, damage or loss will be compensated if it satisfies the agreements which we have made with each other for this cover and which are specified in the policy schedule, the terms and conditions and any special agreements (clauses).

We will determine the loss in consultation with the party which incurred the loss or we will have the loss determined by an expert to be appointed by us. We may pay this compensation to the injured party, which claims compensation from you, to a different entitled party or to you. We may also attempt to reach a compromise or agreement with the injured party.

## 5. What do we expect from you in the event of a claim notice?

- You must do what you can to prevent or mitigate injury, harm, damage or loss or further injury, harm, damage or loss.
- You must report the injury, harm, damage or loss as soon as reasonably possible.

- You must share with us the complete and accurate information/data we need to determine whether you are entitled to cover.
- You must follow instructions from us and our experts.
- You must fully cooperate during the settlement of the injury, harm, damage or loss and the investigations.
- You must not do anything that harms our interests.
- You must not share any information about a payment or settlement or about whether you are at fault or liable.
- You must notify us as soon as possible if criminal proceedings have been instituted against you. If we want you to be defended by an attorney, we will engage this attorney in consultation with you. You must give this attorney any cooperation they request from you.

If you do not comply with these obligations, your right to cover will lapse.

## 6. What do we mean by ...?

<b>Liability</b>	If you cause harm to a person or their possessions, they may designate you as the party at fault, thereby making you liable.
<b>Mitigation costs</b>	The costs of measures that had to be taken to immediately prevent or mitigate an imminent risk of injury, harm, damage or loss.
<b>Group contract</b>	The contract which we will enter into with Alicia Benefits B.V. This includes the conditions set out in this document, the applicable certificate conditions and any special agreements (clauses).
<b>Third party/parties</b>	Everyone, except the registered freelancer with a valid certificate of cover.
<b>Excess</b>	The amount that we do not reimburse but charge you for each claim you decide to make.
<b>Period of validity of the group contract</b>	The period from the commencement date until the termination date of the group contract. The commencement date is specified in the policy schedule. After termination, a termination endorsement will be sent to Alicia Benefits B.V.
<b>Act or omission</b>	When you act ("act") or fail to act ("omission") and this results in injury, harm, damage or loss. We equate this with a loss event for which you are responsible in accordance with the law or generally accepted views, because you have a certain capacity.
<b>Holder</b>	The party which possesses another party's motor vehicle at a certain point in time, for example a renter. This can be a person or company and that possession can be direct or indirect.
<b>Freelancer</b>	A person who finds and accepts assignments through the (work) platform mentioned in the policy schedule. This person is a self-employed professional without staff.
<b>You</b>	"You" refers to the freelancer registered with Alicia Benefits B.V. during the work that is performed for the assignment posted.
<b>Environmental degradation</b>	The release, escape, seeping through, discharge or dumping of a liquid, gas or solid that irritates, contaminates, pollutes or spoils the soil, surface or underground water and/or the air.
<b>Motor vehicle</b>	All motor vehicles as referred to in Article 1 of the Compulsory Third-Party Liability Insurance for Motor Vehicles Act (Dutch: <i>Wet betreffende de verplichte aansprakelijkheidsverzekering inzake motorrijtuigen</i> ).

<b>Circumstance</b>	A fact or circumstance in which respect there is a serious risk that you will be identified as the liable party.
<b>Deliberate intent</b>	There is deliberate intent when you deliberately/intentionally commit an unlawful act or omission in respect of a person or good, without the other party giving you permission to do so. It is still deliberate intent if you never intended the resulting consequences.
<b>Product liability</b>	The liability for damage to goods that were delivered or completed by you or under your responsibility.
<b>Injury, harm, damage or loss</b>	<ul style="list-style-type: none"> <li>- injury to person (bodily harm): injury, impairment of health or the death of persons, and the resulting loss; and</li> <li>- damage to goods (tangible harm): damage, destruction, loss, contamination or dirtying of another party's movable property (including animals) and immovable property, and the resulting loss.</li> <li>- intangible loss or harm: loss or harm other than the injury, harm, damage or loss described above that may be the result of the fact that you are unable to use a good or right. This may include reduced enjoyment of goods, unemployment, production standstill, lost profit and other financial disadvantages. There are three types of intangible loss or harm: <ul style="list-style-type: none"> <li>a. Intangible loss or harm that is the result of covered damage to goods or covered harm to persons</li> <li>b. Intangible loss or harm that is not the result of covered damage to goods or covered harm to persons</li> <li>c. Intangible loss or harm that is the result of injury, harm, damage or loss that is not covered under this insurance.</li> </ul> </li> </ul> <p>Types b. and c. of intangible loss or harm are not covered under this insurance.</p>
<b>Loss event</b>	<p>A claim filed against you for compensation of loss that is the result of an act or omission by you.</p> <p>All claims for compensation arising from the same cause and/or event will be considered one loss event, in which respect the loss date will be considered the date on which the first claim was filed against you or us in writing.</p>
<b>Insured amount</b>	The maximum amount paid out under an insurance or a specific cover of that insurance. This is specified in the certificate.
<b>Insured capacity</b>	The activities performed by you must fall within the insured capacity. The insured capacity is specified in the certificate.
<b>We</b>	HDI Global Specialty SE, with its registered office at HDI-Platz 1, in 30659 Hannover, Germany, authorised and regulated by the <i>Bundesanstalt für</i>

	<i>Finanzdienstleistungsaufsicht</i> (BaFin) under number 5178, approved by the National Bank of Belgium (NBB) under NBB number 2931 to perform insurance activities through its Belgian branch office at Tervurenlaan 273/4, in 1150 Brussels, Belgium.
<b>Good/goods</b>	A good is a tangible object belonging to someone or to which someone may have a right. That right can be, for example, a property right or a limited right.